

**SECOND AMENDMENT TO
Parking System Management Services Agreement by and between the City of Durham and
Lanier Parking Systems of North Carolina, Inc.**

This contract amendment ("Second Amendment") is dated and entered into as of the _____ day of _____, 20____, between CITY OF DURHAM, a North Carolina municipal corporation ("City"), and LANIER PARKING SYSTEMS OF DURHAM, LLC, a limited liability corporation organized and existing under laws of the State of North Carolina ("Manager"). Lanier Parking Systems of Durham, LLC assumed all rights and obligations this agreement from Lanier Parking Systems of North Carolina, Inc. by means of an Assignment and Assumption Agreement dated _____, and consented to by the City.

The parties entered into an original agreement titled "Parking Systems Management Services by and between the City of Durham and Lanier Parking Systems of North Carolina, Inc." and dated July 17, 2008, effective July 21, 2008. That agreement is referred to as the "Original Agreement". The Original Agreement was modified by amendment dated May 22, 2009 and titled "Amendment to Parking Systems Management Services by and between the City of Durham and Lanier Parking Systems of North Carolina, Inc." ("First Amendment"). The purpose of the First Amendment was to adjust both the scope of services and compensation under the Agreement.

That Original Agreement is further amended as follows:

1. In Section 5.8 Compensation, delete subsection (a) and replace with the following:

(a) In Consideration of the Manager's services rendered pursuant to this Section 5, the City shall pay the Manager a fixed base management fee of \$1,104,008.10, (for the fourth year of the Contract), for the twelve month period beginning July 21, 2011. Beginning July 21, 2012, (the fifth year of the Contract), the City shall pay the Manager a fixed based fee of \$1,137,128.35. Beginning July 21, 2013, (the sixth year of the Contract), the City shall pay the Manager a fixed based fee of \$1,171,242.20.

2. In Section 5.8 Compensation, delete the first sentence of subsection (b) Parking Facility Payments to Manager and replace with the following:

The Manager shall be paid the base management fee described in this Section 5 above in monthly installments on or before the first business day of each month in advance of each operating month. For year 4, the monthly installment amount shall be \$92,000.68 beginning on July 21, 2011. For year 5, the monthly installment amount shall be \$94,760.70 beginning on July 21, 2012. For year 6, the monthly installment amount shall be \$97,603.52 beginning on July 21, 2013.

3. In Section 5.8 Compensation in subsection (c) Reduction of Parking Facility Payments to Manager, add following language after the table:

In addition to the City removing certain parking facility units from the original scope of work of the Contract, the Manager acknowledges that at any time during the Term, the City may make modifications in scope of work required due to equipment enhancements and/or construction activity. In the event of such modifications in scope of work required due to equipment enhancements and/or construction activity, both Manager and City will acknowledge specific reduction in payments prior to such action.

4. In Section 6.8 Compensation, delete subsection (a) and replace with the following:

(a) In Consideration of the Manager's services rendered pursuant to this Section 6, the City shall pay the Manager a fixed base management fee of \$310,444.01, (for the fourth year of the Contract), for the twelve month period beginning July 21, 2011. Beginning July 21, 2012, (the fifth year of the Contract), the City shall pay the Manager a fixed based fee of \$319,753.33. Beginning July 21, 2013, (the sixth year of the Contract), the City shall pay the Manager a fixed based fee of \$329,356.05.

5. In Section 6.8 Compensation, delete the first sentence of subsection (b) Parking Facility Payments to Manager and replace with the following:

The Manager shall be paid the base management fee described in this Section 6 above in monthly installments on or before the first business day of each month in advance of each operating month. For year 4, the monthly installment amount shall be \$25,870.33 beginning on July 21, 2011. For year 5, the monthly installment amount shall be \$26,646.44 beginning on July 21, 2012. For year 6, the monthly installment amount shall be \$27,445.84 beginning on July 21, 2013.

6. In Section 11.4 Personnel, subsection (b) Compensation Rates of Employees and Subcontract Employees, delete the first two sentences and replace with the following:

The Manager hereby agrees to allocate a minimum of \$622,947.25 in year four (4), and amount of \$641,635.66 in year five (5), and \$660,884.73 in year six (6) of the Contract for all legal and contract required employment compensation including labor, taxes, and benefits for all of Manager's local salaried management employees and subcontract employees working on the Durham Contract and all of Manager's hourly employees either directly hired by Manager and/or hired by manager's subcontractor(s). Manager shall maintain the minimum workforce level and compensation represented in Exhibit E., under the Term of the contract.

5. In EXHIBIT E, Year 1—MINIMUM WORKFORCE AND COMPENSATION RATES, delete the entire exhibit and replace with the following:

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Title	Year 4	Year 5	Year 6
	(July 21 - July 20)	(July 21 - July 20)	(July 21 - July 20)
All Garages & Lot 8			
Weekly Work Hours	821.20	821.20	821.20
*Salary/Benefits	\$622,947.25	\$641,635.66	\$660,884.73
Full-time Employees	21	21	21
Part-time Employees	12	12	12
Total	33	33	33

*The amounts above shall be adjusted if the City modifies service requirement due to equipment and/or construction activity within parking garages.

CITY OF DURHAM

ATTEST:

By:

Preaudit Certification, if necessary:

LANEIR PARKING SYSTEMS OF DURHAM, LLC

By:

MANAGERACKNOWLEDGMENT BY LANIER PARKING
SYSTEMS OF DURHAM, LLC

State of _____

County of _____

I, a notary public in and for said county and state, certify that

_____ personally (1) appeared before me this day, (2) stated that he or she is a manager of LANIER PARKING SYSTEMS OF DURHAM, LLC, a limited liability company organized and existing under the laws of the State of NORTH CAROLINA, (3) acknowledged that the foregoing contract or agreement with the City of Durham carries on the company's business in the usual way, and (4) acknowledged the due execution of the contract on behalf of the company. This the _____ day of _____, 20____.

Notary Public

My commission expires:
